

This document was prepared by ...COMMUNITY BANK...DESOTO COUNTY.....  
 .....P.O. BOX 129 SOUTHAVEN, MS 38671.....(662) 280-9700..... (name, address, phone number)

State of Mississippi

Space Above This Line For Recording Data

## DEED OF TRUST

☐ This Security Instrument secures a line of credit.

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is .....9/21/2001.....  
 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: BRENTWAY INVESTMENTS, JOINT VENTURE  
 9150 CEDAR CREEK DR  
 OLIVE BRANCH MS 38654

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:  
 D. JEFFREY FRAZIER

LENDER:  
 COMMUNITY BANK, DESOTO COUNTY  
 P O BOX 129  
 SOUTHAVEN, MS 38671

ne STATE MS - DESOTO CO.  
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BK 1390 PG 291  
 REC. ... CLK.

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

PLEASE SEE ATTACHMENTS 1, 2, 3 AND EXHIBIT "A".

The property is located in .....DESOTO..... at .....  
 (County)

..LOT 4 & 6..BRENTWAY S/D....., .....OLIVE BRANCH....., Mississippi ..38654.....  
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 12,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
 A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

on promissory note made to BRENTWAY INVESTMENTS, JOINT VENTUR

maturing on 9/21/02 in the amount of \$12,000.00

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the debt. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- To make all payments when due and to perform or comply with all covenants.
  - To promptly deliver to Lender any notices that Grantor receives from the holder.
  - Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, bargains, and assigns to Trustee, in trust for the benefit of Lender as additional security all the right, title, and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties, and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications, or replacements (all referred to as Leases); and rents, issues, and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor may collect, receive, enjoy, and use the Rents so long as Grantor is not in default. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses, and landlords and tenants.
13. **LEASEHOLDS; CONDOMINIUMS; TIME-SHARES; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the debt. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
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  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
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time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels as Trustee deems best at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
  - Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
18. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the

time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

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At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels as Trustee deems best at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

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Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
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All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

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Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the heirs, successors and assigns of Grantor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
26. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal rights relating to the Property.
27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Renewal and Extension.** This Deed of Trust is given and taken in renewal and extension of a deed of trust dated the ..... day of ..... and recorded in Book ..... page ..... deed records ..... County, Mississippi, and is in no way intended to void the said deed of trust or impair the security thereof.
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other .....
- ☒ **Additional Terms.**

IRREVOCABLE LETTER OF CREDIT #145

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Signature) JOSEPH W. TREADWAY

(Date)

(Signature)

(Date)

**ACKNOWLEDGMENT:**

STATE OF MISSISSIPPI, COUNTY OF DESOTO, ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this ..... day of .....

(Individual)

JOSEPH W. TREADWAY, who

acknowledged that he/she/they executed the above foregoing instrument.

My commission expires OCT 3, 2003

MISSISSIPPI STATE NOTARY SERVICE

BONDED THROUGH SERVICE



*Julia S West*  
(Notary Public)

## ATTACHMENT # 1

## Tract 1

NORTHWEST 1/4 PART OF SECTION 35,  
11.30 ACRES IN THE NORTH HALF OF SECTION 35, TOWNSHIP 3 SOUTH,  
RANGE 6 WEST OF DESOTO COUNTY, MISSISSIPPI, AND DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF ALLEN  
ROAD AND HIGHWAY #305, SAID INTERSECTION BEING A CALL DISTANCE  
OF 2035.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 35;  
THENCE SOUTH  $87^{\circ} 14' 53''$  EAST ALONG THE MEAN CENTER OF ALLEN  
ROAD 807.93 FEET; THENCE SOUTH  $89^{\circ} 50' 07''$  EAST ALONG THE CENTER OF  
SAID ROAD 156.36 FEET TO A P.K. NAIL; THENCE SOUTH  $09^{\circ} 53' 00''$  WEST  
40.58 FEET TO A FOUND 5/8 INCH RE-BAR AND THE POINT OF BEGINNING;  
THENCE SOUTH  $89^{\circ} 50' 07''$  EAST ALONG THE SOUTHERN LINE OF ALLEN  
ROAD 133.38 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG  
THE SOUTHERN LINE OF SAID ROAD BEING A CURVE TO THE RIGHT  
HAVING A DELTA OF  $38^{\circ} 14' 42''$  A RADIUS OF 503.13 FEET; AN ARC  
DISTANCE OF 336.84 FEET TO A POINT OF TANGENT; THENCE CONTINUING  
ALONG THE SOUTHERN LINE OF SAID ROAD SOUTH  $51^{\circ} 35' 24''$  EAST 90.94  
FEET TO A 1/2 INCH REBAR; THENCE LEAVING SAID ROAD SOUTH  $28^{\circ} 26' 41''$   
WEST 618.61 FEET TO A 1/2 INCH REBAR; THENCE SOUTH  $06^{\circ} 43' 04''$  WEST  
189.09 FEET TO A 1/2 INCH REBAR; THENCE SOUTH  $28^{\circ} 26' 41''$  WEST 487.49  
FEET TO A 1/2 INCH RE-BAR; THENCE NORTH  $87^{\circ} 27' 13''$  WEST 196.54 FEET  
TO A FOUND 5/8 INCH REBAR; THENCE NORTH  $09^{\circ} 53' 00''$  EAST 1337.24 FEET  
TO THE POINT OF BEGINNING.

  
JOSEPH W. TREADWAY PARTNER

BRENTWAY INVESTMENTS, JOINT VENTURE

9/21/01  
DATE



ATTACHMENT #2

TRACT 2

NORTHWEST 1/4 PART OF SECTION 35,  
17.08 ACRES IN THE NORTH HALF OF SECTION 35, TOWNSHIP 3 SOUTH,  
RANGE 6 WEST OF DESOTO COUNTY, MISSISSIPPI, AND DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF ALLEN ROAD AND HIGHWAY #305, SAID INTERSECTION BEING A CALL DISTANCE OF 2035.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH  $87^{\circ} 14' 53''$  EAST ALONG THE MEAN CENTER OF ALLEN ROAD 807.93 FEET; THENCE SOUTH  $89^{\circ} 50' 07''$  EAST ALONG THE CENTER OF SAID ROAD 156.36 FEET TO A P.K. NAIL; THENCE SOUTH  $89^{\circ} 50' 07''$  EAST ALONG THE SOUTHERN LINE OF ALLEN ROAD 133.38 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG THE SOUTHERN LINE OF SAID ROAD BEING A CURVE TO THE RIGHT HAVING A DELTA OF  $38^{\circ} 14' 42''$  A RADIUS OF 503.13 FEET; AN ARC DISTANCE OF 335.84 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG THE SOUTHERN LINE OF SAID ROAD SOUTH  $51^{\circ} 35' 24''$  EAST 90.94 FEET TO A 1/2 INCH REBAR AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERN LINE OF SAID ROAD SOUTH  $51^{\circ} 35' 24''$  EAST 73.44 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTHERN LINE OF SAID ROAD SOUTH  $48^{\circ} 30' 48''$  EAST 97.23 FEET TO A LARGE DITCH; THENCE LEAVING SAID ROAD AND ROUGHLY FOLLOWING SAID DITCH THE NEXT FIVE CALLS, SOUTH  $18^{\circ} 55' 59''$  WEST 269.72 FEET; SOUTH  $28^{\circ} 52' 11''$  WEST 607.84 FEET; SOUTH  $39^{\circ} 29' 40''$  WEST 303.89 FEET; SOUTH  $23^{\circ} 46' 24''$  WEST 387.07 FEET; SOUTH  $02^{\circ} 59' 45''$  WEST 949.96 FEET TO A 1/2 INCH REBAR; THENCE NORTH  $87^{\circ} 02' 38''$  WEST 393.00 FEET TO A 1/2 INCH REBAR; THENCE NORTH  $01^{\circ} 40' 00''$  EAST 1275.04 FEET TO A 1/2 INCH REBAR; THENCE SOUTH  $87^{\circ} 27' 13''$  EAST 259.90 FEET TO A FOUND 5/8 INCH REBAR; THENCE CONTINUING SOUTH  $87^{\circ} 27' 13''$  EAST 196.54 FEET TO A 1/2 INCH REBAR; THENCE NORTH  $28^{\circ} 26' 41''$  EAST 487.49 FEET TO A 1/2 INCH REBAR; THENCE NORTH  $06^{\circ} 43' 04''$  EAST 189.09 FEET TO A 1/2 INCH REBAR; THENCE NORTH  $28^{\circ} 26' 41''$  EAST 618.61 FEET TO THE POINT OF BEGINNING.

  
JOSEPH W. TREADWAY PARTNER  
BRENTWAY INVESTMENTS, JOINT VENTURE  
9/21/01 DATE



## ATTACHMENT # 3

## TRACT 3

NORTHWEST 1/4 PART OF SECTION 35,  
10.88 ACRES IN THE NORTH HALF OF SECTION 35, TOWNSHIP 3 SOUTH,  
RANGE 6 WEST OF DESOTO COUNTY, MISSISSIPPI, AND DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF ALLEN  
ROAD AND HIGHWAY #305, SAID INTERSECTION BEING A CALL DISTANCE  
OF 2035.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 35;  
THENCE SOUTH  $87^{\circ} 14' 53''$  EAST ALONG THE MEAN CENTER OF ALLEN  
ROAD 807.93 FEET; THENCE SOUTH  $89^{\circ} 50' 07''$  EAST ALONG THE CENTER OF  
SAID ROAD 156.36 FEET TO A P.K. NAIL; THENCE SOUTH  $09^{\circ} 53' 00''$  WEST  
 $1377.82$  FEET TO A FOUND 5/8 INCH REBAR; THENCE NORTH  $87^{\circ} 27' 13''$   
WEST 259.90 FEET TO A 1/2 INCH REBAR; THENCE SOUTH  $01^{\circ} 40' 00''$  WEST  
 $1275.04$  FEET TO A 3/4 INCH PIN; THENCE SOUTH  $87^{\circ} 02' 38''$  EAST 393.00  
FEET TO A 1/2 INCH REBAR AND POINT OF BEGINNING; THENCE NORTH  $02^{\circ}$   
 $59' 45''$  EAST INTERSECTING AND FOLLOWING A DITCH 949.96 FEET;  
THENCE NORTH  $23^{\circ} 46' 24''$  EAST ROUGHLY ALONG SAID DITCH 387.07  
FEET; THENCE LEAVING SAID DITCH NORTH  $86^{\circ} 16' 01''$  EAST 293.81 FEET  
TO A FOUND 3/4 INCH PIPE; THENCE SOUTH  $12^{\circ} 23' 08''$  WEST 589.66 FEET  
TO A 1/2 INCH REBAR; THENCE SOUTH  $03^{\circ} 24' 58''$  EAST 769.04 FEET TO A 1/2  
INCH REBAR; THENCE NORTH  $87^{\circ} 02' 38''$  WEST 418.77 FEET TO THE POINT  
OF BEGINNING.

  
JOSEPH W. TREADWAY PARTNER  
BRENTWAY INVESTMENTS, JOINT VENTURE

  
DATE

BK 1390PG0300

## EXHIBIT "A"

## NW 1/4 DESCRIPTION

55.16 acres in the North part of Section 35, Township 3 South, Range 6 West, DeSoto County, Mississippi and described as follows:

Commencing at the center line intersections of Allen Road and Highway #305, said intersection being a call distance of 2035.00 feet East of the Northwest corner of said Section 35; thence south 87° 14' 53" East along the mean center of Allen Road 807.93 feet; thence continuing along the center of said road 156.36 feet to a P.K. nail; thence south 09° 53' 00" West 40.58 feet to found 5/8" rebar on the South line of Allen Road and the point of beginning. Thence South 09° 53' 00" West 1337.24 feet to a found 5/8" rebar; thence North 87° 27' 13" West 259.90 feet to a set 1/2" rebar; thence South 01° 40' 00" West 1275.04 feet to a set 3/4" pin on the North line of Honey Ridge S/D (said 3/4" pin measures 1486.26 feet East along the North line of said S/D from a found P.K. nail in the center of Hwy #305); thence south 87° 02' 38" East along the North line of said S/D 811.77 feet to a set 3/4" pin; thence North 03° 24' 58" West 769.04 feet to a set 1/2" rebar; thence North 12° 23' 08" East 589.66 feet to a found 3/4" pipe; thence south 86° 56' 46" East 980.02 feet to set 1/2" rebar on the Southern line of Allen Road; thence North & West along the Southern line of Allen Road (40 feet of center) the following; thence along a curve to the left (having a delta of 6° 55' 55") (a radius of 3077.86 feet) an arc distance of 372.38 feet; thence North 25° 33' 39" West 388.79 feet; thence along a curve to the left (having a delta of 28° 14' 29") (a radius of 456.58 feet) an arc distance of 225.05 feet; thence North 53° 48' 08" West 251.42 feet; thence North 48° 30' 48" West 156.86 feet; thence North 51° 35' 24" West 164.38 feet; thence along a curve to the left (having a delta of 38° 14' 43") (a radius of 503.13 feet) an arc distance of 335.84 feet; thence North 89° 50' 07" West 133.38 to the point of beginning.

SIGNED FOR IDENTIFICATION:  
BRENTWAY INVESTMENTS, JOINT VENTURE

BY:

JOSEPH W. TREADWAY  
PARTNER

PERSONALLY APPEARED BEFORE ME THE  
UNDERSIGNED WHO  
ACKNOWLEDGED THAT HE IS A PARTNER  
OF BRENTWAY INVESTMENTS AND  
EXECUTED ON BEHALF OF BRENTWAY  
INVESTMENTS THE FOREGOING  
INSTRUMENT.

STATE OF MS  
COUNTY OF DESOTO

MY COMMISSION EXPIRES

NOTARY PUBLIC  
MISSISSIPPI

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT 3, 2003  
BONDED THRU STEGALL NOTARY SERVICE